

ORIGINAL

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

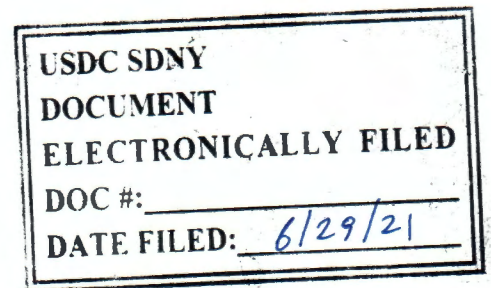
ELSEVIER INC., BEDFORD, FREEMAN & WORTH  
PUBLISHING GROUP, LLC d/b/a MACMILLAN  
LEARNING, CENGAGE LEARNING, INC.,  
MCGRAW HILL LLC, and PEARSON EDUCATION,  
INC.,

Plaintiffs,

v.

DOES 1 - 86 d/b/a 7YEC.COM,  
ALIBABADOWNLOAD.COM,  
APLUSTBSM.BLOGSPOT.COM,  
BOOSTGRADE.INFO,  
BUDDIEZ4U.MYSHOPIFY.COM, BUY-  
SOLUTIONS-MANUAL.COM,  
BUYTESTBANKONLINE.COM,  
CANADIANTESTBANKSOLUTIONS.BLOGSPOT.C  
OM, COLLEGESTUDENTTEXTBOOK.ORG,  
CYBERTESTBANK.COM,  
DIGITALTESTBANKS.COM, DIGTEXT.COM,  
EBOOKAS.COM, EBOOKENTRY.COM,  
ETESTBANKS.COM, FINDTESTBANKS.COM,  
HOMETESTBANKS.COM, HWPREMIUM.COM,  
INSTRUCTORACCESS.COM,  
MAXIZZY.MYSHOPIFY.COM,  
NURSINGSTUDENTSHELP.COM,  
NURSINGTB.COM, NURSINGTESTBANK.INFO,  
NURSINGTESTBANK0.INFO,  
NURSINGTESTBANKS.CO,  
NURSINGTESTBANKTANK.COM,  
REALNURSINGTESTBANK.COM,  
RHYIBLE.MYSHOPIFY.COM,  
SOLUTIONSMANUAL888.WORDPRESS.COM,  
SOLUTIONTESTBANK.COM,  
SOLUTIONTESTBANK.NET, STUDENT-  
SAVER.BLOGSPOT.COM, STUDENTPUSH.COM,  
STUDENTS-EXAMS.COM, SWEETGRADES.COM,  
TB-BOOK.COM, TBMIRATE.COM, TEST-BANK-

Civil Action No. 20-cv-8438-LLS



SOLUTION.BLOGSPOT.COM, TESTBANK.CC,  
 TESTBANK.CO.COM, TESTBANK.SOLUTIONS,  
 TESTBANK101.COM, TESTBANK2020.COM,  
 TESTBANKAIR.COM,  
 TESTBANKANDSOLUTIONS.BLOGSPOT.COM,  
 TESTBANKAREA.COM, TESTBANKBASE.COM,  
 TESTBANKBYTE.COM,  
 TESTBANKCLASSES.COM,  
 TESTBANKCLICK.COM, TESTBANKDATA.COM,  
 TESTBANKDB.COM, TESTBANKDEALS.COM,  
 TESTBANKDOC.COM, TESTBANKFILES.COM,  
 TESTBANKFIRE.COM, TESTBANKGRADE.COM,  
 TESTBANKGROUP.COM, TESTBANKHOST.COM,  
 TESTBANKHUT.COM, TESTBANKINC.COM,  
 TESTBANKKING.COM, TESTBANKLAB.COM,  
 TESTBANKLIB.COM, TESTBANKMANUALS.COM,  
 TESTBANKNSOLUTIONS.COM,  
 TESTBANKPAPER.COM, TESTBANKPASS.COM,  
 TESTBANKPLANET.COM,  
 TESTBANKQUESTIONS.COM,  
 TESTBANKREAL.COM, TESTBANKS-  
 SOLUTIONMANUAL.COM, TESTBANKS.NET,  
 TESTBANKSHOP.NET,  
 TESTBANKSLIST.WORDPRESS.COM,  
 TESTBANKSOLUTION01.COM,  
 TESTBANKSOLUTIONMANUAL.COM,  
 TESTBANKSTER.COM, TESTBANKTEAM.COM,  
 TESTBANKTOP.COM, TESTBANKTREE.COM,  
 TESTBANKWORLD.ORG, TESTBANKY.COM,  
 TESTMANGO.COM, TEXTBOOKSOLUTIONS.CC,  
 and UNIVERSALSTUDYGUIDES.COM,

Defendants.

**~~PROPOSED~~ FINAL JUDGMENT AND PERMANENT INJUNCTION**  
**AS TO 10769525 CANADA INC. D/B/A SWEETGRADES.COM AND SHAHZAD**  
**MALIK**

LLS

Plaintiffs Elsevier Inc., Bedford, Freeman & Worth Publishing Group, LLC d/b/a  
 Macmillan Learning, Cengage Learning, Inc., McGraw Hill LLC, and Pearson Education, Inc.



(collectively, “Plaintiffs”) filed a Complaint against Defendant Doe 35 d/b/a sweetgrades.com, (“Doe Defendant”), alleging claims of copyright infringement pursuant to the Copyright Act, 17 U.S.C. §§ 501 *et seq.*, and claims of trademark infringement pursuant to the Lanham Act, 15 U.S.C. § 1114 *et seq.* The Doe Defendant has since been identified as 10769525 Canada Inc. d/b/a SweetGrades.com and Shahzad Malik (collectively, “Defendants”). Plaintiffs and Defendants indicate that they have settled this matter. In connection therewith, the parties have jointly stipulated to entry of this Final Judgment and Permanent Injunction.

**NOW, THEREFORE**, it is hereby:

**I. ORDERED** that final judgment is **ENTERED** for Plaintiffs against Defendants.

Each party shall bear its own costs and expenses, including its attorneys’ fees.

**II. FURTHER ORDERED** that a permanent injunction is **ENTERED** in this action

as follows: Defendants, their personal representatives, heirs, executors, administrators, agents, assigns, officers, members, directors, employees, and attorneys, and all those in active concert or participation with any of them who receive actual notice of this Permanent Injunction, are enjoined from:

a. Directly or indirectly infringing any of Plaintiffs’ Copyrighted Works<sup>1</sup>;

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<sup>1</sup> “Publishers’ Copyrighted Works” means any and all textbooks, test banks, instructor solutions manuals, or other copyrighted works, or portions thereof, whether now in existence or later created, regardless of media type, the copyrights to which are owned or exclusively controlled by any of the Publishers or their parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, or assigns, whether published in the United States or abroad.

- b. Directly or indirectly infringing any of Plaintiffs' Marks<sup>2</sup> ;
- c. Copying, reproducing, manufacturing, downloading, uploading, transmitting, distributing, selling, offering for sale, advertising, marketing, promoting, or otherwise exploiting any of Plaintiffs' Copyrighted Works or goods bearing Plaintiffs' Marks without Plaintiffs' express written authorization;
- d. Enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing the copying, reproduction, manufacture, download, upload, transmission, distribution, sale, offering for sale, advertisement, marketing, promotion, or other exploitation of any of Plaintiffs' Copyrighted Works or goods bearing Plaintiffs' Marks without Plaintiffs' express written authorization;
- e. Using, hosting, operating, maintaining, creating, providing, or registering any computer server, website, domain name, domain name server, cloud storage, e-commerce platform, online advertising service, social media platform, proxy service (including reverse and forwarding proxies), website optimization service (including website traffic management), caching service, content delivery network, payment processing service, or any other service similar to the above-listed services that supports, enables, facilitates, permits, assists, solicits, encourages, or induces the

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<sup>2</sup> "Plaintiffs' Marks" means any and all trademarks that are owned or exclusively controlled by any of the Plaintiffs, including the trademarks which are owned or controlled by any of Plaintiffs' parents, subsidiaries, affiliates (excluding for Macmillan Learning, its affiliates and its parents other than its immediate parent company), predecessors, successors, or assigns, whether used in commerce in the United States or abroad.



infringement of Plaintiffs' Copyrighted Works or Plaintiffs' Marks as set forth in subparagraphs (a) through (d) above.

- III. FURTHER ORDERED** that Defendants, along with their personal representatives, heirs, executors, administrators, agents, assigns, officers, members, directors, employees, and attorneys, shall, at Defendants' own expense, permanently delete and destroy each copy, including each digital copy, of Plaintiffs' Copyrighted Works within their possession, custody, or control. Defendants shall promptly certify to Plaintiffs in writing—no more than 10 days from the entry of this Order—that such deletion/destruction has been completed.
- IV. FURTHER ORDERED** that Defendants shall turn over to Plaintiffs the following domain name: sweetgrades.com.
- V. FURTHER ORDERED** that the Court retains jurisdiction for the purpose of enforcing this Order. Without limiting the foregoing, in the event Plaintiffs discover any new websites owned or operated by Defendants in violation of any of the terms of this Permanent Injunction, Plaintiffs may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Permanent Injunction.
- VI. FURTHER ORDERED** that this Order replaces the Court's Preliminary Injunction issued in this matter as to the Doe Defendant as defined herein. For the avoidance of doubt, all account freezes in the Preliminary Injunction are hereby cancelled as to any account pertaining to 10769525 Canada Inc., Shahzad Malik, Sweetgrades.com, and/or Doe 35, including but not limited to the Stripe, Pay Pal,

Bank of Nova Scotia, HSB Bank Canada, and Royal Bank of Canada accounts  
referenced in Appendix C as associated with Doe 35.

SO ORDERED this 29<sup>th</sup> day of June, 2021.

Louis L. Stanton  
United States District Judge